

**Request for Expression of Interest (RFEI)
to provide Deaf Interpreter Services
for the Division of Public Health for the
Suffolk County Department of Health Services**

Purpose of Request for Expression of Interest (RFEI)

The Suffolk County Department of Health Services (Department), through its Division of Public Health is seeking qualified organizations interested in providing Deaf Interpreter Services (Services) for the Department's Point of Dispensing Program in the case of a Public Health Emergency or Disaster* and/or a Bioterrorism Event**. It is the Department's intention to enter into a Memorandum of Understanding with qualified responders.

**For additional information, call:
Contracts Unit Staff Member
Brooke Deere, Contracts Technician**

**Direct Tel. (631) 853-2908
Main Tel. (631) 853-3174
Fax: (631) 853-3188**

Technical questions (questions which are specific to the service requested in this RFEI) must be submitted in writing (fax is acceptable) on or before 4 p.m. on Friday, November 14, 2008 to the attention of the Contracts Unit staff member listed above. Responses to such technical questions will be developed by the Department and issued in the form of an Addendum to this RFEI.

Responses are due before 4 p.m. on December 5, 2008. No late responses shall be accepted.

In the case of a public health emergency, disaster and/or a bioterrorism event the Department shall operate approximately sixty (60) facilities dedicated for the distribution of medications and/or vaccinations, otherwise known as Point of Dispensing sites (POD's). These facilities shall be located throughout Suffolk County.

Deaf Interpreter Services

- a.** Responders shall indicate their ability to provide Deaf Interpreter Services (Services) for workers/volunteers of the Point of Dispensing Program. Responders shall include a complete listing of all their deaf interpreter services and shall indicate their ability to receive information via e-mail.
- b.** Responders must indicate their ability to initiate Services within a twenty-four (24) hour notice from the Department.
- c.** Responders shall indicate their ability to make the Department its first priority during a public health emergency, disaster and/or bioterrorism event to ensure that Services are delivered in a timely and efficient manner.

Responding to the Request for Expression of Interest – Instructions

Eligible Applicants:

Organizations that can fulfill the requirements as listed in this RFEI may apply. A Responder must be able to satisfactorily demonstrate the points outlined in the narrative format below.

Format:

Each application must contain the following:

1. A cover (transmittal) letter signed by an authorized representative for the Responder indicating the specific services to be provided. Said letter shall contain a contact name and phone number;
2. A brief history of the Responder and its role in providing Services;
3. Details of hours of operation, location, etc.;
4. Description of any past collaborative efforts with Suffolk County, if applicable.
5. Completed Suffolk County RFEI Legal Appendices/Forms.

Evaluation:

1. The decision to enter into a Memorandum of Understanding shall be based on the ability of the Responder to provide quality service and to comply with all applicable laws, rules, and regulations.
2. Each Response shall be examined to determine whether it is responsive to the requirements of this RFEI.
3. While the Department is under no obligation to contact Responders for clarifications, it reserves the right to do so.
4. Responders will be notified of the Department's decision to accept responses by January 1, 2009.
5. Selected Responders will be expected to enter into a Memorandum of Understanding (MOU) with the Department in substantially the format attached to this RFEI and labeled Attachment I.

* Public Health Emergency or Disaster is defined at Executive Law 20(2)(a) as the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made causes, including, but not limited to, to fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, radiological accident, water contamination, bridge failure or bridge collapse.

** Bioterrorism Event shall mean the deliberate release of natural or man-made biological or chemical agents, including viruses, bacteria, or any other germs (agents), or radioactive substances, through the air, water, mail, or in food or products, to cause illness, injury, or death in people, animals, or plants; biological, chemical, or radioactive substances can be extremely difficult to detect, and may result in a delayed manifestation of illness, injury, or death.

Attachment I
Deaf Interpreter Services for Point of Dispensing (POD) Sites
Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Suffolk County Department of Health Services (Department)**, having its principal office at 225 Rabro Drive East, Hauppauge, New York 11788-4290; and

Contractor Name (Contractor), a business corporation, having its principal office at Address XXXXXXXXXXXX, New York XXXXX.

The parties hereto agree that the Contractor shall provide Deaf Interpreter Services (Services) at designated "Point of Dispensing" (POD) sites in the event of a public health emergency, disaster and/or bioterrorism event for the Department's Division of Public Health, as further described in Exhibit B of this MOU.

Term of MOU: **DATE** through December 31, 2016.

Total Cost of MOU: Shall be as set forth in Exhibit E.

Terms and Conditions: Shall be as set forth in Exhibits A through E attached and incorporated herein.

In Witness Whereof, the parties hereto have executed this MOU as of the latest date written below.

Contractor Name

County of Suffolk

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Deputy County Executive

Date: _____

Date: _____

Federal Identification Number:

Approved: Department of Health Services

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Margaret Bermel, M.B.A.
Director of Health Administrative Services

By: _____

Date: _____

Date: _____

Recommended: Division of Public Health

By: _____
Dennis Russo, M.D.
Medical Director

Date: _____

List of Exhibits

Exhibit A

General Terms and Conditions

1. Term and Termination
2. Confidentiality
3. Governing Law
4. No Intended Third Party Beneficiaries
5. Indemnification
6. Merger; No Oral Changes
7. Disclosure of Other Municipality Contracts

Exhibit B

Responsibilities of the Contractor

Exhibit C

Notices and Contact Persons

Exhibit D

Suffolk County Legislative Requirements

Exhibit E

Payment and Compensation

Exhibit F

Disclosure of Other Municipality Contracts

Exhibit A
General Terms and Conditions

Whereas, the Department's Division of Public Health is responsible for protecting County residents; and

Whereas, the Department requires the use of numerous facilities to provide emergency sites for the distribution of medications and/or vaccinations, otherwise known as Points of Dispensing (POD) sites, in the event of a public health emergency, disaster and/or bioterrorism event; and

Whereas, the Department requires Deaf Interpreter Services (Services) to be provided for workers of the POD sites, in the event of a public health emergency, disaster and/or bioterrorism event;

Now, Therefore, the parties agree as follows:

1. Term and Termination

The term of this MOU shall be as set forth on page one of this MOU. This MOU may be terminated by the mutual consent of the parties or by either party upon 30 days written notice to the other party.

2. Confidentiality

The Contractor and the County agree to maintain the confidentiality of all records, reports, documents and other information in conformity with the provisions of applicable local, state and federal laws, rules and regulations

3. Governing Law

This MOU shall be governed by and construed in accordance the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

4. No Intended Third Party Beneficiaries

This MOU is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this MOU, and no third party shall have the right to make any claim or assert any right under this MOU.

5. Indemnification

Each party shall indemnify, defend, protect and save the other party harmless from and against any claim, damage, loss, liability, cost and expense (including reasonable attorney's fees) in connection with any loss or damage to property, personal injury, bodily injury, or death, suffered by the indemnified party and/or third parties arising out of or resulting from the negligence or willful misconduct of such indemnifying party, its employees, contractors and/or agents in connection with such party's exercise of its rights and performance of its obligations under the terms of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

6. Merger; No Oral Changes

It is expressly agreed that this MOU represents the entire agreement of the parties, that all previous understandings are merged in this MOU, and that no modification of this MOU shall be valid unless written and executed by both parties.

7. Disclosure of Other Municipality Contracts

The Contractor shall complete Disclosure of Other Municipality Contracts form as attached in Exhibit F of this Agreement. The Contractor represents and warrants that any such Disclosure of Other Municipality Contracts is and will be a complete list of all municipality contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

End of Text for Exhibit A

Exhibit B
Responsibilities of the Contractor

1. Responsibilities of Contractor

- a.** The Contractor agrees to provide Deaf Interpreter Services, in the event of a public health emergency, disaster and/or bioterrorism event.
- b.** The Contractor shall provide associated supplies as may be mutually agreed upon by both parties.
- c.** The Contractor shall coordinate with the Department, local law enforcement, and if applicable, the National Guard and other governmental entities, for the development and maintenance of a POD plan.
- d.** The Contractor shall provide Services to the Health Department, Department of Public Works, Police Department, Sheriff's Office, Fire Rescue Emergency Services and any other authorized County Department.
- e.** The Contractor gives their consent to be listed in the County's public health emergency response plan.
- f.** The Contractor shall initiate Services within twenty-four (24) hour notice from the Department.
- g.** The Contractor shall make the provision of Services to the Department its first priority during a public health emergency, disaster and/or bioterrorism event to ensure that Services are delivered in a timely and efficient manner.

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Department's Designated Contact Person

Any communication required to be made by the parties regarding this MOU shall be in writing and shall be given to the County at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788
Att.: TBD

2. Contractor's Designated Contact Person

The Contractor shall designate an administrative point of contact, who will serve as the primary point of contact. This person will have the authority to initiate Services.

3. Notices Relating to Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this MOU, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

**By Regular and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

End of Text for Exhibit C

Exhibit D
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"
"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"
Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Work Experience Participation

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after

the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit D

Exhibit E
Payment and Compensation

1. Total Cost of Services

The Total Cost of Services shall be determined at the time of delivery and shall be based upon the Contractors price list seventy-two (72) hours prior to the declaration of a public health emergency, disaster and/or bioterrorism event.

2. Claims Process

- a.** The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County (Suffolk County Standard Voucher). The claim form shall be accompanied by a certified and itemized statement as to the Services provided and charged in accordance with this MOU. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- b.** The charges payable to Contractor under this MOU are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.

End of Text for Exhibit E

Exhibit F

Disclosure of Other Municipality Contracts

Disclosure of Other Municipality Contracts: ☐ Applicable ☐ Not Applicable (check one)

The Contractor may use this form supplied by the Department, or their own form, provided that the following information, at a minimum, is included on the form, in substantially the following format.
Attach additional sheets as necessary.

Contractor Name: _____

Name of Municipality and Program (Department/Agency)	Agreement Number	Indicate Type of Municipality (eg. County, State, Federal, etc)	Term of Agreement	Amount

**Suffolk County Request for Expression of Interest (RFEI)
Legal Appendices/Forms**

(Revised as of 10/25/07)

Photocopy the blank Suffolk County forms as required

- I. Contractor's/Vendor's Public Disclosure Statement Form (SCEX 22)**
(one form of two pages, requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement references the following law, which is included with this RFEI.

- Suffolk County Administrative Code Section A5-7 (2 pages)

- II. Lawful Hiring Law Forms (LHE-1 and LHE-2)**
(two forms, require signature and notarization)

- Suffolk County Local Law No. 52-2006, entitled "A Local Law to require companies doing business with the County to certify compliance with Federal Law with respect to lawful hiring of employees." Rules and Regulations regarding this Law may be accessed online at the Suffolk County Department of Labor's website at:
<http://www.co.suffolk.ny.us/labor/lh.pdf>
- The Department of Labor's "Lawful Hiring of Employees Unit" administers this program. The Unit reviews and grants final approval of the forms vendors submit to certify compliance.
This Unit can be reached at: (631) 853-3808.

- III. Suffolk County Living Wage Forms (LW)**
(four forms, require signature; Contractor's unique circumstances determine which forms must be submitted)
-see the instructions for the Living Wage Forms in Section III within

- Suffolk County Local Law No. 12-2001, Part IV, Regulatory Local laws, Chapter 347, Living Wage (9 pages)
- The Department of Labor's "Living Wage Unit" administers this program. The Unit reviews and then grants final approval of the forms submitted by vendors to certify compliance.
This Unit can be reached at: (631) 853-3808.

- IV. Child Sexual Abuse Reporting Policy**
(no form)

- Chapter 577, Article IV, of the Suffolk County Code entitled "Child Sexual Abuse Reporting Policy (3 pages)

**Suffolk County
Contractor's / Vendor's Public
Disclosure Statement Form**

Suffolk County Form SCEX 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. **In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.**

1. Contractor's/Vendor's Name: _____
Address: _____
City and State: _____ Zip Code: _____
2. Contracting Department's Name: **Suffolk County Department of Health Services** _____
Address: **225 Rabro Drive East, Hauppauge, New York 11788** _____
3. Payee Identification or Social Security No.: _____
4. Type of Business: _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? _____ Yes _____ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? _____ Yes _____ No. **If you answered yes to either part 5.a or 5.b, you must complete parts 6 through 9. In any event you must complete items 10 and 13.**
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? _____ Yes _____ No.
9. If you answered **yes** to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at **a)** through **c)** or you qualify under **d)** below, you are exempt from completing paragraphs numbered 1 through 11 herein:

- _____ a) Hospital
- _____ b) Educational or governmental entities
- _____ c) Not-for-profit corporations
- _____ d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____

Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Without New York State)

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7

§A5-7. Contractors and vendors required to submit full disclosure statement. (Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979)

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CONTRACT

Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state aided, in whole or in part, program required to be bid pursuant to §103 of the New York General Municipal Law. (Amended 6-29-1993 by L.L. No. 28-1993)

Note: L.L. No. 28-1993¹ also provided as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends toward privatization and use of outside consultants on an increase basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

CONTRACTOR or VENDOR (Amended 12-18-1990 by L.L. No. 41-1990²; 6-29-1993 by L.L. No. 28-1993³)

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) which, when combined, exceed one thousand dollars (\$1,000.), except:

- (1) Hospitals.
- (2) Educational or governmental entities.
- (3) Not-for-profit corporations.
- (4) Contracts providing for foster care, family day-care providers or child protective consulting services.

FULL DISCLOSURE CLAUSE

A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

VERIFIED PUBLIC DISCLOSURE STATEMENT

A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

- B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.
- C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.
- D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.
- E. No contract shall be awarded to any contractor vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.

¹ Editor's Note: This local law was adopted by the Legislature after disapproval by Executive on 5-26-1993.

² Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the not at A4-12.

³ Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

- F. The verified public disclosure statement required by this section shall include:
- (1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.
 - (2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.
 - (3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.
- G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.
- H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
- I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

**Suffolk County
Lawful Hiring Law Forms**

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324a)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: _____

1) ADDRESS: _____

2) NOT-FOR-PROFIT: YES _____ **NO** _____ **(SUBMIT CERTIFICATE OF INCORPORATION)**

3) VENDOR #: _____ **4) CONTRACT ID:** _____
(If known) (If known)

5) CONTACT: _____ **6) TELEPHONE #:** _____

7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

8) BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE _____

SUBCONTRACTOR: _____

1) ADDRESS: _____

2) VENDOR#: _____ **3) TELEPHONE #:** _____

4) CONTACT: _____

5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE SECTION 234-5:

- A. United States passport; or**
- B. resident alien card or alien registration card; or**
- C. birth certificate indicating that person was born in the United States; or**
- D. (1) a driver's license, if it contains a photograph of the individual; and**
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.**

State of New York)
) ss:
County of _____)

Form LHE-2

III

Suffolk County Living Wage Forms

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/20/05

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/20/05

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial compensation agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Forms for Completion and/or Signature (as applicable)

- **Suffolk County Department of Labor-Living Wage Unit**
Notice of Application for County Compensation (Contract)
Form LW-1 (consists of 1 page)
- **Suffolk County Department of Labor-Living Wage Unit**
Certification/Declaration-Subject to Audit
Form LW-38 (consists of 1 page) (Replaces LW2, LW3, and LW33)
- **Suffolk County Department of Labor-Living Wage Unit**
Request for General Living Wage Exemption
Form LW-4 (consists of 1 page)
- **Suffolk County Department of Labor-Living Wage Unit**
Request for Specific Living Wage Exemption
Form LW-5 (consists of 2 pages)

Note: Pursuant to Section 7 of Local Law No. 18-2002, "A Local Law to Implement Living Wage Policy for County of Suffolk", all covered employers subject to the provisions of the Living wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration-Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration-Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement made available to the public upon request.

- To certify Living Wage compliance: Return Forms LW-1 and LW-38
Or
- To certify non-applicability of Living Wage law: Return form LW-38
Or
- To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4
Or
- To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5

-
- In the event that there is a change in circumstances, it is the Contractor's responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
 - Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County website at www.co.suffolk.ny.us
Click: Department Directory
Labor
Living Wage Law Info
 - Suffolk County Department of Labor Living wage Unit Tel. (631) 853-3808

**End of Text for Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/20/05**

SUFFOLK COUNTY DEPARTMENT OF LABOR - *LIVING WAGE* UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/ Employer/Contractor

- 1) **NAME:** _____
- 2) **VENDOR #:** _____
(If known)
- 3) **CONTRACT ID #:** _____
(If known)
- 4) **CONTACT :** _____
- 5) **TELEPHONE #:** _____
- 6) **ADDRESS:** _____

- 7) **TERM OF CONTRACT (DATES):** _____
- 8) **PROJECT NAME: (IF DIFFERENT FROM #1)** _____
- 9) **AMOUNT:** *leave blank-amount in sealed cost proposal*
- 10) **AWARDING AGENCY:** _____
- 11) **BRIEF DESCRIPTION OF PROJECT OR SERVICE:**

- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

LW-1(revised 4/05)

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 347 – 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

Section I

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.40 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$11.84 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (**Chapter 347-3 B**)



Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (**Chapter 347-2**)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (**Chapter 347-7 D**)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (**Chapter 347-4 C**)

Section II

The *Living Wage Law* does not apply to this contract for the following reason(s): _____



Check if applicable

Section III

Contractor Name: _____ Federal Employer ID#: _____

Contractor Address: _____ Amount of compensation: _____

Vendor #: _____

Contractor Phone #: _____

Description of project or service: _____

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date

Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR – *LIVING WAGE* UNIT

REQUEST FOR *GENERAL* LIVING WAGE EXEMPTION

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

BASIS FOR A GENERAL EXEMPTION

EXEMPTIONS MAY BE GRANTED BY THE SUFFOLK COUNTY DEPARTMENT OF LABOR WHERE APPLICATION OF THE LIVING WAGE LAW TO A PARTICULAR FORM OF COMPENSATION IS FOUND BY THE COUNTY TO VIOLATE SPECIFIC STATE OR FEDERAL STATUTORY, REGULATORY OR CONSTITUTIONAL PROVISION OR PROVISIONS.

NAME: _____ DATE: _____

REPRESENTATIVE: _____

ADDRESS: _____ TELEPHONE #: _____

AWARDING AGENCY: _____ CONTACT: _____

TYPE OF CONTRACT: _____

AMOUNT OF AWARD: _____ TERM OF CONTRACT: _____

1) TOTAL ESTIMATED ANNUAL BUDGET:

(a) WITH EXEMPTION: _____ (b) WITHOUT EXEMPTION: _____

2) ANNUAL COST OF APPLICATION OF THE LIVING WAGE LAW: [1 (b) - 1 (a)] (c) _____

3) PERCENTAGE INCREASE OF TOTAL ANNUAL BUDGET IF THE APPLICATION FOR EXEMPTION IS DENIED:

[2 (c) ÷ 1 (a)] (d) _____

4) NUMBER OF EMPLOYEES AFFECTED BY THE APPLICATION OF THE LIVING WAGE REGULATIONS TO APPLICANT: (e) _____

PARTICULARS OF EXEMPTION

The type of contract to which the *Living Wage* Law applies: _____
(Chapter 347-13 B1)

The specific or official name of the program: _____
(Chapter 347-13 B2)

The statutory or regulatory authority for granting the contract*: _____
(Chapter 347-13 B2)

The conflicting statutory, regulatory or constitutional provision(s) that makes compliance with the Living Wage Law unlawful*: _____
(Chapter 347-13 B3)

* Enclose a copy of each provision and any factual explication & analysis of how compliance with Living Wage Law would violate the cited provision(s) and the legal consequences that would attach if this violation were to occur. LW-4 Revised 4-05

SUFFOLK COUNTY DEPARTMENT OF LABOR – *LIVING WAGE* UNIT

REQUEST FOR *SPECIFIC* LIVING WAGE EXEMPTION

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

NAME: _____ DATE: _____
REPRESENTATIVE: _____
ADDRESS: _____ TELEPHONE #: _____
AWARDING AGENCY: _____ CONTACT: _____
AMOUNT OF AWARD: _____ TERM OF CONTRACT: _____

BASIS FOR SPECIFIC EXEMPTION

1) YOUTH - Must submit proof on separate sheet of the following:

Recipient is an organization that regularly employs individuals under the age of 21 in a summer youth or school-to-work program. Exemption applies only to such employees. (Chapter 347-13 A2) _____

2) SEASONAL EMPLOYMENT - Must submit proof on separate sheet of the following:

Recipient is an organization that employs seasonal employees. May be granted a permanent exemption with respect to these employees with submission of proof that employees are "seasonal" as defined in the Law. (Chapter 347-13 A4) _____

3) WAGE OR BUDGET EXEMPTION ** - Must submit proof of the following:

a) Recipient provides proof that the highest paid employee of the corporation earns a salary which, calculated on an hourly basis, is less than six times the lowest wage or salary paid by the corporation (Chapter 347-13 A3a) _____

b) Recipient demonstrates that fulfilling the requirements of the Living Wage Law will present a hardship, directly increasing the expected total annual budget in an amount greater than 10% of the prior year's adopted budget. (Chapter 347-13 A3b) _____

**** NOTE: THE INFORMATION ON REVERSE SIDE MUST BE COMPLETED FOR REQUESTS AS DESCRIBED IN 3 (a) OR 3 (b) ABOVE**

CONTINUED ON REVERSE SIDE

LW-5 (revised 4-05)

REQUEST FOR *SPECIFIC* LIVING WAGE EXEMPTION

REMINDER: THE FOLLOWING INFORMATION MUST BE COMPLETED FOR EXEMPTION REQUESTS AS DESCRIBED IN SECTIONS 3 (a) OR 3 (b) ON REVERSE SIDE.

1) TOTAL ESTIMATED ANNUAL BUDGET:

WITH EXEMPTION

(a) _____

WITHOUT EXEMPTION

(b) _____

2) ANNUAL COST OF APPLICATION OF LIVING WAGE LAW TO EMPLOYER: [subtract 1 (a) from 1 (b)]

(c) _____

3) PERCENTAGE INCREASE OF TOTAL ANNUAL BUDGET IF EXEMPTION IS DENIED: [2 (c) ÷ 1 (a)]

(d) _____

4) NUMBER OF EMPLOYEES AFFECTED BY THE LIVING WAGE LAW:

(e) _____

Chapter 347, LIVING WAGE

[HISTORY: Adopted by the Suffolk County Legislature 7-27-2001 by L.L. No. 12-2001. EN Amendments noted where applicable.]

§ 347-1. Legislative intent.

- A. This Legislature hereby finds and determines that the County of Suffolk provides grants, loans, tax incentives, contracts and other forms of assistance to businesses that result in the creation or maintenance of a wide variety of employment opportunities.
- B. This Legislature further finds and determines that Suffolk County has a limited amount of taxpayer resources to expend, which must be spent wisely.
- C. This Legislature also finds and determines that, even in the current booming economy, far too many working Suffolk County residents and their families live below or near the poverty line.
- D. This Legislature hereby determines that employees of Suffolk County government currently receive a wage and benefit package that meets the living wage requirements contemplated by this chapter.
- E. This Legislature finds that the use of taxpayer dollars to promote sustenance and the creation of living wage jobs will increase consumer income, decrease levels of poverty, reinvigorate neighborhood businesses and reduce the need for taxpayer-funded social programs.
- F. This Legislature finds that the disclosure provisions contained in Resolution No. 232-2000 for County purchases of textile or apparel goods represents a first step on the road to a County-wide policy of living wages.
- G. Therefore, the purpose of this chapter is to ensure that employees of County contractors and subcontractors and beneficiaries of tax, loan, grant and other subsidy assistance provided by the County earn an hourly wage that is sufficient for a family of four to live at or above the federal poverty level.

§ 347-2. Definitions. [Amended 8-6-2002 by L.L. No. 18-2002]

NOTE: Local Law No. 18-2002 also provided as follows:

Section 1. Legislative Intent.

This Legislature hereby finds that Local Law 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk," was adopted by the Suffolk County Legislature on July 27, 2001, via veto override.

This Legislature determines that the Executive Living Wage Task Force made four recommendations to modify the law to ensure a smooth implementation of that statute, as set forth in Exhibit A attached hereto and made a part hereof.

Therefore, the purpose of this law is to amend Local Law 12-2001 as to the following items, and to incorporate other suggested technical changes regarding collective bargaining agreements and covered employees.

(1) Reporting requirements;

(2) Exemptions for not-for-profit corporations;

(3) Exemptions for worker classification; and

(4) Bond financing for not-for-profit organizations;

Section 3. Applicability.

This law shall apply to all actions occurring on or after July 1, 2002.

As used in this chapter, the following terms shall have the meanings indicated:

ASSISTANCE

- A. Any grant, loan, tax incentive or abatement, bond financing, subsidy, or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least 10 employees by or through the authority or approval of the County of Suffolk, including, but not limited to, industrial development bonds, Community Development Block Grant (CDBG) loans, and Enterprise-Zone-related incentives. For purposes of a not-for-profit organization specifically seeking bond financing within the County of Suffolk, the threshold requirement of \$50,000 shall be measured by the amount of the benefit conferred to the applicant resulting in a net loss incurred by the County of Suffolk and without regard to the amount of the bond financing.

- B. Any service contract or subcontract let to a contractor with 10 or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involves an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service within one calendar year shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies, or other property is not an "Assistance" for the purposes of this definition.

AWARDING AGENCY

That subordinate or component entity or person of the County that is responsible for solicitation of proposals or bids and responsible for the administration of service contracts or financial assistance agreements.

BENEFICIARY

- A. Any person or entity that is a recipient of assistance, as defined in this chapter; and
- B. Any tenant or leaseholder of a beneficiary that employs at least 10 persons and occupies property or uses equipment or property that is improved or developed as a result of assistance; and
- C. Any contractor or subcontractor of a beneficiary that employs at least 10 persons in producing or providing goods or services to a beneficiary that are used by that beneficiary in the project or matter for which the beneficiary has received assistance.

COUNTY

The County of Suffolk, any agency, office, position, administration, department, division, bureau, board, commission, corporation, public authority, or unit of government the expenses of which are paid in whole or in part by the County, or over which majority control is exercised by officers of the County or of a County-affiliated agency or their appointees.

COVERED EMPLOYER

A beneficiary of, or an applicant for, Assistance that has not been granted an exemption from this chapter.

COVERED EMPLOYEE

A person employed on either a full-time, part-time, or temporary basis, by a covered employer, to perform work on or for the project or matter for which the beneficiary has received assistance; provided, however, that persons who are employed in construction work covered pursuant to federal, state, or local prevailing wage laws shall be exempt from this chapter.

LIVING WAGE

Shall have the meaning stated in § 347-3 of this chapter.

PERSON

One or more of the following or their agents, employees, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this County.

SEASONAL EMPLOYEE

An employee hired temporarily for a period not to exceed 90 consecutive days at any given time within a six-month period.

§ 347-3. Living wage and other benefits. [Amended 8-6-2002 by L.L. No. 18-2002]

As used in this chapter, the following terms shall have the meanings indicated:

- A. Applicability. Covered employers shall pay no less than a living wage to their covered employees who actually perform work or render services on or for a project, matter, contract, or subcontract for which the beneficiary has received assistance, provided that in the case of employees performing nonconstruction work that is covered by state or local prevailing wage laws, covered employers shall pay the greater of a living wage or said prevailing wage for nonconstruction work.
- B. Amount of wage. The living wage shall be calculated on an hourly basis and shall be no less than \$9 per hour worked with health benefits, as described in this chapter, or otherwise \$10.25 per hour. The living wage shall be adjusted upwardly only, if applicable, each year no later than April 1 in proportion to

the increase, if any, immediately preceding December 31 over the year earlier level of the area Consumer Price Index as published by the U. S. Department of Commerce, Bureau of Economic Analysis, applied to the living wage. The covered employer shall provide written notification of the rate adjustments to each of its covered employees and to its subcontractors and/or tenants, who shall provide written notices to each of their employees, if any, and make the necessary payroll adjustments by July 1.

- C. Health benefits. Health benefits required by this chapter shall consist of the payment of at least \$1.25 per hour towards the provision of health-care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the agency not later than 30 days after execution of the contract to qualify for the wage rate in § 347-3 for employees with health benefits. Any employee-elected/needed benefit (health care and non-health care options) shall be considered as an eligible item for the purpose of calculating the \$1.25 per hour benefit mandated if offered through a cafeteria-like plan, as long as the benefit is not mandated by state or federal law. [Amended 12-18-2002 by L.L. No. 2-2003]

NOTE: Local Law No. 2-2003, also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds and determines that Local Law 12-2001, "A Local Law to Permanently Establish Living Wage Policy for the County of Suffolk," adopted by the County Legislature on July 27, 2001, via an override of the County Executive's veto, will require an additional eight-month transition period based on a request from the Child Care Council.

This Legislature also finds that the day care industry needs an extension of time to comply with the Living Wage Law because several for-profit agencies are not in compliance with the law and may reduce the number of day care slots available in the short run.

This Legislature further finds and determines that some of the not-for-profit agencies are planning on requesting County funds to meet their costs and ultimately fill the void in such slots, if any, that may materialize.

This Legislature determines that the County contracts with these agencies expire on December 31, 2002.

This Legislature further finds that in order to allow sufficient time for the not-for-profits to get to the County funds processed and to develop enough slots to cover the ones the County may lose and to provide for a smooth transition for children in day care so that they can be moved at the start of the new school year, the Child Care Council has requested an extension until September 1, 2003.

Therefore, the purpose of this law is to grant a temporary eight-month exemption to child-care agencies; provide upfront financing for child-care providers to meet increased payroll expenses; and clarify applicability of cafeteria plans to \$1.25 health benefit component of the law.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

- D. Certification of employers paying less than living wage barred. Prior to entering into any agreement with the County of Suffolk for any form of assistance, a covered employer must certify for the County Department of Labor that it will pay each of its covered employees no less than the living wage. A copy of this certification must be made available to the public, upon request, by the beneficiary and by the County Clerk.
- E. No reduction in collective bargaining wage rates. Nothing in this chapter shall be construed to require or authorize any beneficiary to reduce wages established by a collective bargaining agreement or required under any prevailing wage law. Nothing in this chapter, however, shall be construed to increase or affect the wages, paid time-off entitlement, or benefits established in a collective bargaining agreement with regard to those employees of a beneficiary or covered employer during any period of time that an employee is not actually performing applicable work as defined in § 347-3A of this chapter.
- F. Cuts in nonwage benefits prohibited. No beneficiary shall fund wage increases required by this chapter, or otherwise respond to the provisions of this chapter, by reducing the health, insurance, pension, vacation, or other nonwage benefits of any of its employees.
- G. Living wage reporting. The county department of human resources and civil service shall report to the legislature within 60 days after enactment as to which full-time county positions pay less than the living wage standard. The County of Suffolk shall then use this information to comply with the standards of this chapter.
- (1) Payroll recordkeeping and reporting. Each covered employee shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain: the number of hours worked each day, the gross wages, deduction made, actual wages paid, a record of fringe benefit payments, and any other data as may be required by the County Department of Labor from time to time on a New York State Department of Labor Bureau of Public Works Form PW12, as modified by the County Department of Labor to conform to the requirements of this chapter. Upon request by the County Department of Labor, a covered employer shall produce for inspection and copying its

payroll records for any or all of its covered employees for the prior three-year period. Covered employers shall maintain a listing of the name, date of hire, occupation classification, rate of pay, and benefits paid for each of its nonexempt covered employees.

- (2) Notice of application for assistance. Any and all contracts or agreements to provide assistance shall be void, and no assistance may be awarded, unless, at least 21 days before Assistance is awarded or an agreement to provide Assistance is signed, the applicant for Assistance files with the office of the County Clerk a publicly available application for assistance which shall include the following:
 - (a) The name, address, and phone number of both the prospective beneficiary and, if different, the specific project for which the assistance is sought;
 - (b) The amount and origin of assistance sought (e.g. state or County assistance program or contracting department);
 - (c) A brief description of the project or service for which the Assistance is sought;
 - (d) A statement of projected employment needs, by job classification, under the prospective assistance, including calculation of estimated net increase or decrease in jobs as a result of assistance;
 - (e) A statement of the projected wage levels of all covered employees in each of the years for which Assistance is sought; and
 - (f) A written commitment to pay all covered employees a living wage, as defined by this chapter.
 - (3) County assistance reports. Each awarding agency shall file a County Assistance Report with the County Department of Labor. The report shall include, for each Assistance package or contract approved, by or through the authority or administration of the County Department of Labor, during the preceding year:
 - (a) The name of the awarding agency, the name of the specific program under which the assistance was awarded, and the origin of funds for assistance;
 - (b) A calculation of the total cost to the County of assistance provided to each beneficiary, including both face-value of Assistance, as well as revenue not collected by the County as a result of the Assistance;
 - (c) A description of the purpose or project for which the assistance is awarded;
 - (d) An accounting of the total number of jobs created per each project for which Assistance was given; and
 - (e) An accounting of the average wage paid on all jobs created by assistance granted by the awarding agency during the quarter.
- H. Compensated days off. Employers shall provide at least 12 days off per year for sick leave, vacation, or personal necessity at the employee's request. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off.
- I. No covered employer shall adjust the number of hours of work per day, per week, or per month required for a covered employee, who receives a salary instead of an hourly wage, for the purpose of evading or undermining, by punitive measure, the requirements of Subsection B or C of this section. In order to avoid being deemed an evasion or punitive measure under this chapter, any adjustment in the number of hours of work of a salaried covered employee must be by negotiated employment agreement or by a business-wide change in hours of the covered employees by the covered employer, implemented in the ordinary course of business, and shall be accompanied by a corresponding adjustment in the covered employee's salary and/or benefits to ensure compliance with Subsection B or C of this Section based on the new hourly work requirements.

§ 374-4. Recordkeeping. [Amended 8-6-2002 by L.L. No. 18-2002]

- A. The County Department of Labor shall promulgate rules and regulations necessary and appropriate for the implementation of this chapter.
- B. The County Department of Labor shall submit annual reports to the County Legislature which shall include the following information at minimum:
 - (1) A listing and the status of all RFP's, RFQ's and RFEI's, service contracts and lease agreements executed and financial assistance awarded, to which this chapter applies including the term, dollar amount, and the service performed or assistance provided.
- C. The County Department of Labor shall review the records of any covered employer at least once every three years to verify compliance with the provisions of this chapter.

§ 347-5. Noncompliance review and appeal.

- A. Covered employers who fail to submit documents, declaration or information required to demonstrate compliance with this chapter shall be deemed nonresponsive and subject to disqualification and other sanctions set forth herein.
- B. The County Department of Labor shall develop an administrative procedure and appeal process for determining compliance with this chapter, subject to the following conditions:
 - (1) The appeals process shall be available to every bidder/proposer who has been deemed noncompliant with this chapter, or who disputes the determination of applicability of this chapter to its business operation which will be involved in the proposed contract. A contract shall not be executed until there is resolution of the relevant appeal.
 - (2) Appeals shall be filed with the County Department of Labor within seven calendar days after the date of the notice of the County's written determination of noncompliance and reasons therefor, or written determination of the applicability of this chapter.
 - (3) The County Department of Labor shall maintain records pertaining to all complaints, hearings, determinations and findings, waivers requested and granted, and shall submit a regular report on compliance with this chapter no less than annually to the County Legislature. Special reports and recommendations on significant issues of interest to the Legislature shall be submitted as deemed appropriate by the County Department of Labor or as directed or requested by the Suffolk County Legislature.
- C. Living wage Advisory Committee.
 - (1) A living wage Advisory Committee (Committee) is hereby created to review the effectiveness of this chapter at creating and retaining living wage jobs in Suffolk County.
 - (2) The Committee shall be comprised of seven members as follows
 - (a) Two members of the Suffolk County Legislature, one to be appointed by the majority leader, and one to be appointed by the minority leader of the County Legislature.
 - b) Two labor union members to be selected by labor union affiliates of the Long Island Federation of Labor, AFL-CIO
 - (c) Three members to be appointed by the County Executive, including two representatives of covered employers, and one member from the community at large.
 - (3) Members of this Committee shall serve a three-year term.
 - (4) The Committee shall meet at least once a year and in special session as required. All meetings of the Committee shall be open to the public and shall allow for public testimony on the uses of County assistance generally, and on specific instances of assistance or proposed assistance as received or sought by individual enterprises.

§ 347-6. RFP, contract and financial assistance agreement language.

All RFP's, County contracts and financial assistance agreements subject to this chapter shall contain the following two paragraphs or substantially equivalent language:

- A. "This contract is subject to the living wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, or a waiver is granted, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to

employees (as defined) of \$9 per hour with health benefits of at least \$1.25 per hour or otherwise \$10.25 per hour. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County living wage Law, of the County of Suffolk."

- B. "Under the provisions of the living wage Law, the County shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of this chapter."

§ 347-7. Obligations of covered employers. [Amended 8-6-2002 by L.L. No. 18-2002]

- A. All covered employers subject to the provisions of this chapter shall submit a completed sworn (under penalty of perjury) "Certification of Compliance Subject to Audit" form, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The completed declaration of compliance form shall be made a part of any executed contract or project agreement and shall be made available to the public upon request.
- B. Covered employers shall require their subcontractors to comply with the provisions of this chapter for as long as the covered employer is in receipt of assistance and shall require tenants/leaseholders to comply with the provisions of this chapter for as long as they use and occupy a premises or lease equipment or property that is in receipt of assistance. Language indicating the subcontractor's or tenants/leaseholders agreement to comply shall be included in any contract or agreement between a covered employer and their contractors, subcontractors, tenants or leaseholders. A copy of such subcontracts or other such agreements shall be submitted to the County and made available to the public upon request.
- C. Covered employers shall give written notification to each current and new covered employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. The notification shall be posted prominently in communal areas at the work site. A copy of said notification shall be forwarded to the County and shall include the following:
- (1) Minimum compensation and health benefits. The initial rates of \$9 an hour with health benefits, or \$10.25 without health benefits, will be adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year-earlier level of the consumer price index, as published by the U.S. Department of Commerce, Bureau of Economic Analysis, applied to \$10.25. Proof of the provision of qualified health benefits shall be submitted to the County not later than 30 days after execution of the contract to qualify for the wage rate in § 347-3. Health benefits shall be provided to part-time covered employees as well as full-time covered employees.
 - (2) Notice that the covered employers are required to file a declaration of compliance form as part of the contract with the County and that the County will make said declarations available for public inspection and copying during its regular business hours.
- D. Covered employers shall permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with this chapter, investigating employee complaints of noncompliance, and evaluating the operation and effects of this chapter, including the production for inspection and copying of its payroll records for any or all of its employees for the term of the contract or for five years, whichever period of compliance is applicable.
- E. Covered employers shall inform covered employees making less than \$12.00 per hour of their possible right to the federal earned income credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them of the EIC and forms required to secure advance EIC payments from the employer. These forms shall be provided to the eligible covered employees in English, Spanish, and other languages spoken by a significant number of the covered employees within 30 days of employment under the terms of this section, and as required by the Internal Revenue Code.

§ 347-8. Retaliation and discrimination barred.

Covered employers shall not discharge, reduce the compensation of or otherwise discriminate against any employee for making a complaint to the County, participating in any of its proceedings, using any civil remedies to enforce his or her rights or otherwise asserting his or her rights under this chapter. Covered employers shall also be in compliance with federal law proscribing retaliation for union organizing.

§ 347-9. Monitoring, investigation and compliance.

- A. The provisions of this chapter shall augment the County's normal and customary procedure for administering its contracts. The County shall administer the requirements of this chapter as follows:
[Amended 8-6-2002 by L.L. No. 18-2002]
- (1) The County Department of Labor shall develop rules and regulations necessary and appropriate to review contract documents to insure that relevant language and information are included in County RFP's, agreements and other pertinent documents.
 - (2) The County Department of Labor shall develop rules and regulations necessary and appropriate for the monitoring of the operations of the contractors, subcontractors, and financial assistance recipients to insure compliance, including the review, investigation, and resolution of specific concerns or complaints about the employment practices of a Covered Employer relative to this chapter. In such cases, the County shall attempt to resolve the problem within 30 days.
 - (3) Where a violation of any provision of this chapter has been determined, the contractor shall be given a written notice by the County per the rules and regulations promulgated by the County Department of Labor. If the violation continues and/or no resolution is imminent, the County shall pursue all available legal remedies, including but not limited to any or all of the following penalties and relief:
 - (a) Suspension and/or termination of the contract, subcontract, or financial assistance agreement, for cause;
 - (b) Payback of any or all of the contract or financial assistance awarded by the County of Suffolk;
 - (c) Deem the covered employer ineligible for future County contracts and/or financial assistance until all penalties and restitution have been paid in full;
 - (d) A fine payable to the County of Suffolk in the sum of \$500 for each week for each covered employee found not to have been paid in accordance with this chapter;
 - (e) Wage restitution for each affected covered employee.
- B. The Suffolk County Attorney shall promulgate procedures for legal enforcement of the requirements of this chapter.

§ 347-10. Covered employee complaint process. [Amended 8-6-2002 by L.L. No. 18-2002]

A covered employee who alleges violation of any provision of this chapter may report such acts to the County and, at the covered employee's discretion, exhaust available employer internal remedies. The complaint to the County shall be handled as follows:

- A. The covered employee shall submit to the County a completed complaint form and copies of all documents supporting the allegation.
- B. The County shall notify the Awarding Agency and the Covered Employer of the complaint and seek resolution within five days from receipt of the complaint form. If resolution is not accomplished, the County shall initiate an investigation and seek legal remedies, if appropriate.
- C. A covered employee claiming retaliation (such as termination, reduction in wages or benefits, or adverse changes in working conditions) for alleging noncompliance with this chapter may report the alleged retaliation in the same manner as the initial complaint.

§ 347-11. Applicability. [Amended 8-6-2002 by L.L. No. 18-2002]

- A. This chapter shall apply to all actions occurring on or after July 1, 2002, and shall apply to:
- (1) A contract or subcontract entered into or renewed and after the applicability date of this chapter;
 - (2) Financial assistance awarded after the applicability date of this chapter;
 - (3) A contract amendment consummated after the applicability date of this chapter which itself meets the financial threshold requirement of this chapter; and
 - (4) Supplemental financial assistance provided for after the applicability date of this chapter which itself meets the requirements of this chapter.
- B. This chapter shall not apply to
- (1) Employees working in a bona fide executive, administrative or professional capacity.

- (2) Employees earning annually at least \$16,650 with health benefits, or \$18,962.50 if health benefits are not provided; or
- (3) Persons with disabilities (earning or productive capacity is impaired by age, physical deformity, mental deficiency, or injury) working in employment programs where the employer holds a current subminimum wage certificate issued by the United States Department of Labor, or where such certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage.

§ 347-12. Duration of requirements.

- A. Receipts of assistance in an amount greater than \$50,000 in any twelve-month period shall require compliance with this chapter for the life of the project and for as long as such assistance is being received by a beneficiary.
- B. Assistance in the form of a service contract or subcontract of at least \$10,000, as defined in Subsection B of the definition of "assistance" in § 347-2 of this chapter shall require compliance with this chapter for the term of the contract or subcontract.

§347-13. Exemptions. [Amended 8-6-2002 by L.L. No. 18-2002 12-18-2002 by L.L. No. 2-2003]

- A. Grounds for granting exemptions
 - (1) General exemption. Exemptions may be granted by the County Department of Labor where application of this chapter to a particular form of assistance is found by the County to violate specific state or federal statutory, regulatory or constitutional provision or provisions.
 - (2) Youth employment exemption. An exemption to this chapter may be granted where a beneficiary is an organization that regularly employs individuals under the age of 21 in a summer youth or school-to-work program. The exemption shall only apply to such employees.
 - (3) Not-for-profit corporations. An exemption to this chapter may be granted for a maximum period of one year after the enactment of this chapter to any not-for-profit organization which is exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986 [26 U.S.C. § 501(c)] and which performs services for the County or its departments for the benefit of the people of Suffolk County, provided:
 - (a) The Chief Executive Officer of such organization provides proof to the County of Suffolk that the highest paid employee of the corporation earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the corporation; or
 - (b) An applicant for an exemption demonstrates that the fulfilling of the requirement of this chapter will present a hardship in that the fulfilling of the requirement of this chapter will directly increase the expected total annual budget of the applicant in an amount greater than 10% of the prior year's adopted budget.
 - (c) An applicant for an exemption pursuant to Subsection A(3) of this section shall submit in writing to the Suffolk County Department of Labor an application for an exemption containing the following information:
 - [1] The anticipated total annual budget of the applicant should the exemption be granted;
 - [2] The annual cost of the application of this chapter to the applicant;
 - [3] The percentage increase of the anticipated total annual budget of the applicant if the application for an exemption is denied; and
 - [4] The number of employees that would be affected by the application of this chapter to the applicant.
 - (4) Not-for-profit seasonal employees. A not-for-profit corporation that employs seasonal employees may be granted a permanent exemption from this chapter with respect only to those seasonal employees. Proof that employees are seasonal employees as defined in this chapter and therefore eligible for an exemption must be provided to the County before an exemption can be granted.

- (5) An applicant for exemption for contracts awarded through competitive bidding or a request for proposal process shall request such exemption by completing a "Request for Exemption - Living Wage" form contained in each bid or request for proposal solicitation issued by the County of Suffolk.
 - (a) Applicants who are requesting an exemption to this section may submit more than one proposal or bid; i.e., one based on an approved exemption and one based on a disapproved exemption.
 - (b) The application requesting such exemption shall contain the following information:
 - [1] The anticipated total annual budget of the applicant should the exemption be granted;
 - [2] The annual cost of the application of this chapter to the applicant;
 - [3] The percentage increase of the anticipated total annual budget of the applicant if the application for an exemption is denied; and
 - [4] The number of employees that would be affected by the application of this chapter to the applicant.

B. Contents of exemption requests. All general exemption requests shall include the following:

- (1) The nature of assistance to which this chapter applies;
- (2) The specific or official name of the assistance and assistance program, the statutory or regulatory authority for the granting of the assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory or constitutional provision or provisions that make compliance with the chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this chapter would violate the cited provision or provisions, and the legal consequences that would attach if this violation were to occur.

C. Temporary exemption. This chapter shall not apply to child-care agencies until September 1, 2003.

§ 347-14. Implementing regulations.

The County Department of Labor is hereby authorized and empowered to issue and promulgate such rules and regulations as shall be necessary and appropriate to implement this chapter.

§ 347-15. County transitional financial assistance. [Added 12-18-2002 by L.L. No. 2-2003 EN]

Child-care providers shall be eligible for upfront financial assistance from the Suffolk County Living Wage Contingency Fund, or any successor fund thereto, in order to meet increased payroll expenses upon filing a pertinent request with the County Department of Audit and Control in such form as shall be prescribed by said Department of Audit and Control. The County Department of Audit and Control shall require periodic documentation to verify the proper use of these moneys and shall conduct an annual audit until such time as the Contingency Fund, or any successor fund thereto, has been fully exhausted and the County is no longer providing financial assistance to implement this chapter.

IV

Suffolk County Child Sexual Abuse Reporting Policy

§ 577-16. Policy established.

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

- A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:
- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
 - (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
 - (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
 - (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
 - (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
 - (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
 - (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
 - (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
 - (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
 - (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
 - (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
 - (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
 - (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
 - (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
 - (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
 - (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
 - (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
 - (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
 - (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
 - (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.

B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY

A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR

Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he, she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations:

[Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old nonmedical procedure) of the New York Penal Law;

(20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law;

- D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse. [Amended 8-28-2002 by Res. No. 819-2002]
- E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.
- F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.

§ 577-17. Failure to comply; penalties for offenses.

Failure to comply with the terms and conditions of this article shall result in the following:

- A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.
- B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.
- C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.

§ 577-18. Authority to issue rules and regulations.

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.